

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
HOT SPRINGS DIVISION**

W.T. DAVIS, INDIVIDUALLY, et al.

PLAINTIFFS

v.

CASE NO. 6:89-CV-06088

HOT SPRINGS SCHOOL DISTRICT, et al.

DEFENDANTS

**DEFENDANTS' MOTION FOR RELIEF
FROM SETTLEMENT AGREEMENT**

Defendant school districts ("Districts")¹ move under Fed. R. Civ. P. 60(b)(5) to be released from their obligations under a settlement agreement that the Court adopted as a consent decree because they have complied in good faith with their obligations under that settlement agreement and have thus eliminated the vestiges of past discrimination:

1. In 1989, plaintiffs filed this action, seeking consolidation of the Districts based on a theory that having seven separate school districts perpetuated a history of segregation dating back to the period when Garland County maintained separate schools for black and white children.

2. Three years later, the parties settled the action, and the Court approved a settlement agreement ("Settlement Agreement") and adopted it as a consent decree.

¹ The Districts are the Cutter-Morning Star School District, Fountain Lake School District, Hot Springs School District, Jessieville School District, Lake Hamilton School District, Lakeside School District, and Mountain Pine School District.

3. In 2013, on the petition of the Districts, the Court confirmed that the Settlement Agreement is “a consent desegregation plan of the Court applicable to all public school districts within Garland County, Arkansas, for the purpose of remedying the vestiges of prior de jure racial segregation within the public education system of that county” and that the Settlement Agreement should stay in effect despite changes to the 1989 School Choice Act.

4. In 2014, six of the Districts—all of them except Hot Springs School District—moved for relief from the Settlement Agreement, arguing that changes in Arkansas law incorporated into the Settlement Agreement constituted a change of circumstance justifying termination of the Settlement Agreement and the Districts’ obligations under it. The following year, the Court denied that motion because the moving districts had not shown full compliance with the Settlement Agreement and had not offered proof that the vestiges of past discrimination had been eliminated.

5. All seven Districts now move to terminate the 1992 order adopting the Settlement Agreement and to free themselves from ongoing obligations under the Settlement Agreement. This motion requests that relief based on evidence that was lacking in 2014, evidence demonstrating both the Districts’ good-faith full compliance with the Settlement Agreement and the elimination of the vestiges of past discrimination to the extent practicable. That evidence shows that the Court should terminate the Districts’ obligations under the Settlement Agreement.

6. The Districts support this motion with the following:

a. Exhibit A, Affidavit of Cutter Morning Star School District;

- b. Exhibit B, Affidavit of Fountain Lake School District;
- c. Exhibit C, Affidavit of Hot Springs School District;
- d. Exhibit D, Affidavit of Jessieville School District;
- e. Exhibit E, Affidavit of Lake Hamilton School District;
- f. Exhibit F, Affidavit of Lakeside School District;
- g. Exhibit G, Affidavit of Mountain Pine School District; and
- h. Exhibit H, Settlement Agreement.

7. The Districts also support this motion with a contemporaneously filed memorandum brief.

WHEREFORE, the Districts request that the Court grant this motion, terminate the 1992 order adopting the Settlement Agreement as a consent decree, and relieve them of their obligations under the Settlement Agreement, along with all other proper relief.

Scott A. Irby (99192)
Gary D. Marts, Jr. (2004116)
WRIGHT, LINDSEY & JENNINGS LLP
200 West Capitol Avenue, Suite 2300
Little Rock, Arkansas 72201-3699
(501) 371-0808
FAX: (501) 376-9442
gmarts@wlj.com

Attorneys for the Districts